

REMARKS

REQUEST FOR RECONSIDERATION

The following remarks are submitted in response to the Office Action mailed July 8, 2004 (Paper No. unknown) in connection with the above-identified application and are being filed within the three-month shortened statutory period set for a response by the Office Action.

Claims 1-3, 5-14, 16-21, 23-27, 29-38, 40-45, 47-51, 53-60, 62, 63, 65-67, and 69-72 remain pending in the present application, and currently stand rejected. Applicants respectfully request reconsideration and withdrawal of the rejection of the claims consistent with the following Remarks.

The Examiner has once more rejected claims 1-3, 5-14, 16-21, 23-27, 29-38, 40-45, 47-51, 53-60, 62, 63, 65-67, and 69-72 under 35 U.S.C. §102(e) as being anticipated by Downs et al. (U.S. Patent No. 6,574,609). Applicants respectfully traverse the §102(e) rejection.

Independent claim 1 as amended recites a method of acquiring a digital license that authorizes rendering of corresponding digital content. The license is to be acquired upon a rendering application on a computing device requesting a digital rights management (DRM) system on the computing device for authorization for such rendering based on such license, and upon the DRM system notifying the rendering application that such license is not available on the computing device. In the method, the rendering application hosts a browser that is initiated by the rendering application, under the control of such rendering application, and viewed within the context of the rendering application, and causes the browser to navigate to a license server. A user is then allowed to communicate with the license server

by way of the hosted browser to acquire the license. The license is received from the license server; and the hosting rendering application shuts down the hosted browser upon receiving the license.

Independent claim 25 as amended recites the same subject matter as amended claim 1, although in the form of a computing device, and independent claim 49 as amended recites the same subject matter as amended claim 1, although with slightly different claim language.

Again, the present invention is generally embodied as a rendering application and a DRM system on a computing device, where the rendering application renders content and the DRM system ensures that the rendering application has the right to render the content according to a license corresponding to the content. As may be appreciated, the rendering application may be a music player, a word processor, a video player, and the like, and rendering may comprise actions such as displaying the content, printing the content, channeling the content to a viewer and/or speakers, and the like. In the event a license to render content is not available as determined by the DRM system, the rendering application hosts a browser and causes the browser to navigate to a license server where a user may interact with same to obtain a license.

As was previously pointed out, with the rendering application hosting the browser, such browser is initiated by the rendering application, under the control of such rendering application, and viewed within the context of the rendering application. Thus, and significantly, the browser is incorporated into the look, feel, interface, and experience of the rendering application and the user is thus not disturbed or disoriented by the sudden appearance of a strange and un-commanded browser. Also, with the rendering application hosting the browser, the hosting rendering application can shut down such hosted browser

upon receiving the license, and again the user is thus not disturbed or disoriented by the sudden disappearance of the browser.

As should be understood, the browser of the present invention as hosted by the rendering application and with the look and feel of the rendering application is employed by the user to access and interface with the license server. Put another way, the rendering application does not merely contact and interact with the license server itself, but instead hosts the browser to allow the user to interact with the license server.

The Examiner does not disagree that the Downs reference discloses a rights management system whereby content is encrypted according to a first encryption key and the first encryption is in turn encrypted according to a second encryption key. As disclosed at column 7, lines 22-64 and at column 66, lines 22-67, a user in possession of the encrypted content can obtain the encrypted first encryption key from a clearinghouse that issues same in the form of a license or the like, where the encrypted first encryption key is decryptable by the user and thus the encrypted content is likewise decryptable by the user.

However, and again, Applicants can find no specific disclosure in such column 7, lines 22-64, column 66, lines 22-67, or elsewhere in the Downs reference that a Downs rendering application hosts a browser to allow the user to interface with a license server and causes the browser to navigate to a license server, as is required by claim 1 et seq. In fact, a close reading of column 66 in particular reveals that the Downs rendering application navigates to a content server to download content, but only if a proffered license is valid.

Nevertheless, in Remarks at pages 5 and 6 of the current Office Action, the Examiner continues to point at such column 7, lines 22-64 and column 66, lines 34-50 as disclosing a

rendering application that hosts a browser and causes the browser to navigate to a license server, as is required by claim 1 et seq. Column 7, lines 22-64 is reproduced as follows:

Rights management in the Secure Digital Content Electronic Distribution System is implemented through a set of functions distributed among the operating components of the system. Its primary functions include: licensing authorization and control so that content is unlocked only by authorized intermediate or End-User(s) that have secured a license; and control and enforcement of content usage according to the conditions of purchase or license, such as permitted number of copies, number of plays, and the time interval or term the license may be valid. A secondary function of rights management is to enable a means to identify the origin of unauthorized copies of content to combat piracy.

Licensing authorization and control are implemented through the use of a Clearinghouse(s) entity and Secure Container (SC) technology. The Clearinghouse(s) provides licensing authorization by enabling intermediate or End-User(s) to unlock content after verification of a successful completion of a licensing transaction. Secure Containers are used to distribute encrypted content and information among the system components. A SC is a cryptographic carrier of information or content that uses encryption, digital signatures, and digital certificates to provide protection against unauthorized interception or modification of electronic information and content. It also allows for the verification of the authenticity and integrity of the Digital Content. The advantage of these rights management functions is that the electronic Digital Content distribution infrastructure does not have to be secure or trusted. Therefore transmission over network infrastructures such as the Web and Internet. This is due to the fact that the Content is encrypted within Secure Containers and its storage and distribution are separate from the control of its unlocking and use. Only users who have decryption keys can unlock the encrypted Content, and the Clearinghouse(s) releases decryption keys only for authorized and appropriate usage requests. The Clearinghouse(s) will not clear bogus requests from unknown or unauthorized parties or requests that do not comply with the content's usage conditions as set by the content proprietors. In addition, if the SC is tampered with during its transmission, the software in the Clearinghouse(s) determines that the Content in a SC is corrupted or falsified and repudiate the transaction.

Thus, such passage discloses that a Downs clearinghouse acts in the manner of a license server by providing licensing authorization to enable intermediate or End-User(s) to unlock content after verification of a successful completion of a licensing transaction, and that such Downs clearinghouse operates based on verified requests from parties, which

presumably include a Downs end user device 609. However, and significantly, such passage does not anywhere disclose or otherwise set forth that the end user device 609 includes a rendering application, or that such rendering application hosts a browser to allow a user thereat to interface with the Downs clearinghouse and causes the browser to navigate to the Downs clearinghouse, as would be required by claim 1 et seq. In fact, such passage does not even specify that the user of the Downs system should or could interface with the Downs clearinghouse, and instead suggests that contact with the Downs clearinghouse is done by the end user device 609 in a manner independent of the user and transparent thereto.

Accordingly, Applicants respectfully submit that such passage does not disclose a rendering application hosting a browser to allow a user thereat to interface with a license server and causing the browser to navigate to the license server, as is required by claim 1 et seq.

Likewise, column 66, lines 34-50 is reproduced as follows:

The End-User Device(s) 109 initiates the request for a Content SC(s) 630 by sending the License SC(s) 660 to the Content Hosting Site(s) 111. This is the same License SC(s) 660 returned by the Clearinghouse(s) 105. The Digital Signature of the License SC(s) 660 can be verified to determine if it is a valid License SC(s) 660. If it is a valid License SC(s) 660 either the download is initiated, or the download request may be redirected to another Content Hosting Site(s) 111.

2. Content Hosting Site(s) 111 provided by the Secure Digital Content Electronic Distribution System 100

For the Secure Digital Content Electronic Distribution System 100 the decision of which site should be used to download the Content 113 is made by the primary content site that received the initial request for a Content SC(s) 630. This site uses the following information to make this decision:

Thus, such passage discloses that an end-user device 109 can communicate with a content hosting site 111 and a clearinghouse 105 to obtain content based on an already-possessed license. However, and significantly, such passage does not anywhere disclose or

otherwise set forth that the end user device 109 includes a rendering application, or that such rendering application hosts a browser to allow a user thereat to interface with the content hosting site 111 or clearinghouse 105 and causes the browser to navigate to such items, as would be required by claim 1 et seq. In fact, does not even specify that the user of the Downs system should or could interface with such elements, and once again suggests that contact with such elements is done by the end user device 109 in a manner independent of the user and transparent thereto.

Moreover, such passage specifies that the content is obtained from the content hosting site 111 based on an already-obtained license, and therefore does not disclose navigating to a license server, as is required by claims 1 et seq., especially inasmuch as such license is already possessed. Accordingly, and again, Applicants respectfully submit that such passage does not disclose a rendering application hosting a browser to allow a user thereat to interface with a license server and causing the browser to navigate to the license server, as is required by claim 1 et seq.

Tellingly, in the aforementioned Remarks at page 6 of the current Office Action, the Examiner asserts that “the content host site 111 of Downs is capable of browsing or viewing . . . “ (emphasis added). Firstly, Applicants respectfully submit that what the content host site 111 is capable of doing is immaterial to what a rendering application at the end user device 109 might be capable of doing. Secondly, Applicants respectfully submit that section 102 is not concerned with what an element is ‘capable of’ performing, but instead what a reference discloses the element as in fact performing. Thus, Applicants respectfully submit that it is immaterial what the content host site 111 of Downs might be capable of performing, and further submit that it is material only that the Downs reference does not in fact disclose

the content host site 111 or any other Downs element as having a rendering application that hosts a browser to allow a user thereat to interface with a license server, and that causes the browser to navigate to the license server, as is required by claim 1 et seq.

Moreover, and at any rate, Applicants once again point out that the Downs reference would not disclose same inasmuch as the Downs reference is not at all concerned with incorporating a browser into the look, feel, interface, and experience of the rendering application such that the user is thus not disturbed or disoriented by the sudden appearance and disappearance of a strange and un-commanded browser, as is the case with the invention recited in amended claim 1 et seq. Thus, Applicants respectfully submit that the Downs reference does not anticipate amended claim 1 et seq., including dependent claims thereof.

Independent claim 14 as amended also recites a method of acquiring a digital license that authorizes rendering of corresponding digital content. Here too, the license is to be acquired upon a rendering application on a computing device requesting a digital rights management (DRM) system on the computing device for authorization for such rendering based on such license. In the method, the DRM system attempts to silently acquire the license from a license server without the intervention of a user, and if the attempt to silently acquire the license fails, the DRM system allows a user to attempt to acquire the license from a license server by way of a browser hosted by the rendering application in the manner set forth in amended claim 1.

Independent claim 38 as amended recites the same subject matter as amended claim 14, although in the form of a computing device, independent claim 60 as amended recites the same subject matter as amended claim 14, although with slightly different claim language,

and independent claim 67 as amended recites the same subject matter as amended claim 14, although in the form of a computer-readable medium.

In this case, in the event a license to render content is not available as determined by the DRM system, the DRM system attempts to silently acquire the license from a license server without the intervention of a user, with the result again being that the user is thus not disturbed or disoriented by the sudden appearance of any browser. Only if the attempt to silently acquire the license fails, the DRM system allows a user to attempt to acquire the license from a license server by way of a browser hosted by the rendering application, in the manner of amended claim 1, including the requirement that the browser be initiated by the rendering application, under the control of such rendering application, and viewed within the context of the rendering application.

Again, Applicants can find no specific disclosure in column 7, lines 22-64, column 66, lines 22-67, or elsewhere in the Downs reference that a Downs DRM system attempts to silently acquire a license from a license server without the intervention of a user, as is required by amended claim 14 et seq. In fact, as was set forth above, the latter passage specifies that the content is obtained from the content hosting site 111 based on an already-obtained license, and therefore does not disclose navigating to a license server, especially inasmuch as such license is already possessed.

In addition, Applicants can find no specific disclosure in such column 7, lines 22-64, column 66, lines 22-67, or elsewhere in the Downs reference that, if the attempt to silently acquire the license fails, the DRM system allows a user to attempt to acquire the license from a license server by way of a browser hosted by the rendering application, initiated by the

rendering application, under the control of such rendering application, and viewed within the context of the rendering application, as is also required by amended claim 14 et seq.

The Examiner again appears to argue at page 4 of the current Office Action that because the Downs reference discloses redirecting a request in the event that such request fails, such redirecting can be taken as (1) allowing a user to attempt to acquire the license from a license server by way of a browser hosted by the rendering application, in the manner of claim 1, and/or (2) shutting down a hosted browser upon receiving the license. Applicants again respectfully submit that either such argument is inappropriate in that section 102 is concerned with what a reference discloses, and not what might be inferred based on such disclosure. Put more simply, section 102 requires an actual disclosure that a user can attempt to acquire the license from a license server by way of a browser hosted by the rendering application, in the manner of claim 1, and/or shutting down a hosted browser upon receiving the license, as is required by claims 14 et seq., and not merely a logical leap without any actual support from the Downs reference.

Moreover, and again, the Downs reference would not disclose same inasmuch as the Downs reference is not at all concerned with not disturbing or disorienting a user by the sudden appearance of any browser, or with incorporating the browser into the look, feel, interface, and experience of the rendering application such that the user is thus not disturbed or disoriented by the sudden appearance and disappearance of a strange and un-commanded browser, as is the case with the invention recited in amended claim 14 et seq. Thus, Applicants respectfully submit that the Downs reference does not anticipate amended claim 14 et seq., including dependent claims thereof.

Independent claim 21 as amended also recites a method of acquiring a digital license that authorizes rendering of corresponding digital content. Here again, the license is to be acquired upon a rendering application on a computing device requesting a digital rights management (DRM) system on the computing device for authorization for such rendering based on such license. In the method, the DRM system attempts to silently acquire the license from a license server without the intervention of a user, and the rendering application receives from the DRM system status information relating to the attempted license acquisition by the DRM system. The rendering application displays the received status information in a status display portion of the rendering application.

Independent claim 45 as amended recites the same subject matter as amended claim 21, although in the form of a computing device, and independent claim 63 as amended recites the same subject matter as amended claim 21, although with slightly different claim language.

In this case, in the event a license to render content is not available as determined by the DRM system, the DRM system attempts to silently acquire the license from a license server without the intervention of a user, such as was the case in claim 14 et seq. Here, the rendering application receives from the DRM system status information relating to the attempted license acquisition by the DRM system and displays same to the user in a status display portion of the rendering application so that the user is not left to wait without any indication of progress. Note, too, that by displaying the status information to the user in a status display portion of the rendering application, the status information may be incorporated into the look, feel, interface, and experience of the rendering application as before, and the

user is thus not disturbed or disoriented by the sudden appearance of a strange and un-commanded status display portion.

Claim 21 et seq. as amended also requires that if the attempt to silently acquire the license fails, a user is allowed to attempt to acquire the license from a license server by way of a browser hosted by the rendering application that is initiated by the rendering application, under the control of such rendering application, and viewed within the context of the rendering application, as is the case with amended claim 1.

Still again, Applicants can find no specific disclosure in the aforementioned passages at column 7, lines 22-64, column 66, lines 22-67, or elsewhere in the Downs reference that a Downs DRM system attempts to silently acquire a license from a license server without the intervention of a user, as is required by claim 21 et seq., or that the rendering application receives from the DRM system status information relating to the attempted license acquisition by the DRM system and displays same in a status display portion of the rendering application, as is also required by amended claim 21 et seq., or that if the attempt to silently acquire the license fails, a user is allowed to attempt to acquire the license from a license server by way of a browser hosted by the rendering application that is initiated by the rendering application, under the control of such rendering application, and viewed within the context of the rendering application, as is further required by amended claim 21 et seq.

Moreover, and still again, the Downs reference would not disclose same inasmuch as the Downs reference is not at all concerned with whether the user is left to wait without any indication of progress, or with incorporating such a status display portion browser into the look, feel, interface, and experience of the rendering application such that the user is thus not disturbed or disoriented by the sudden appearance of a strange and un-commanded status

display portion, as is the case with the invention recited in amended claim 21 et seq. Thus, Applicants respectfully submit that the Downs reference does not anticipate amended claim 21 et seq., including dependent claims thereof.

To summarize again, then, Applicants respectfully submit that the Downs reference does not anticipate the claims of the present application for the reason that such Downs reference does not disclose a rendering application that hosts a browser that is initiated by the rendering application, under the control of such rendering application, and viewed within the context of the rendering application, and causes the browser to navigate to a license server, as is now required by all the claims. Should the Examiner disagree, Applicants respectfully request that the Examiner identify specific locations in the Downs reference where such feature is actually disclosed.

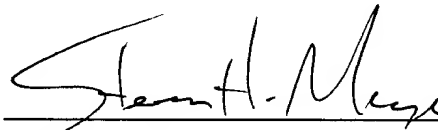
Accordingly, Applicants respectfully request reconsideration and withdrawal of the §102(e) rejection as it may be applied to claims of the present application.

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PATENT

In view of the foregoing amendment and discussion, Applicants respectfully submit that the present application including claims 1-3, 5-14, 16-21, 23-27, 29-38, 40-45, 47-51, 53-60, 62, 63, 65-67, and 69-72 is in condition for allowance, and such action is respectfully requested.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Steven H. Meyer", written over a horizontal line.

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